

CONTRACT PERIOD THROUGH DECEMBER 31, 2002

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **PLAN REVIEW SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **December 1, 1999**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/mas
Attach

Copy to: Clerk of the Board
Monica Mendoza, Materials Management
Charles Coldege, Planning & Development

PLAN REVIEW SERVICES

1.0 **INTENT:**

Maricopa County Department of Planning and Development (P&D) invites all qualified and interested persons and/or firms with experience and technical qualifications related to building construction plan review to submit proposals for providing plan review services for the department on an as needed basis.

2.0 **SCOPE OF WORK:**

These services will include the review of construction drawings to assure compliance with County adopted building codes and related Zoning Ordinance requirements.

Any single job may require as few as one review of submitted plans or as many as three reviews of submitted plans. The result of a first or second review of plans shall be either a letter indicating approval of plans as submitted or provision of comments and redlined plans. Should a third review be required, the plans shall be either approved as submitted or denied by the plan reviewer(s). Once a job has been assigned under this contract, it will proceed to approval, denial, expiration or withdrawal by applicant under this contract.

If written review comments or redlines are unclear only P&D staff may request clarification from the reviewer. Any such clarifications shall be considered as part of the scope of work covered by that job under this contract.

Specific jobs may include residential or non-residential projects. Type of proposed work may include new construction, remodel or additions.

2.1 VOLUME OF WORK:

Work assigned will vary as to number of specific jobs assigned, but in no case shall exceed \$90,000 annually.

2.2 WORK PRODUCT:

Work product shall consist of written comments and redlined plans (3 copies). Comments and 2 redlined plans or approval/denial letter and 2 sets of plans shall be returned to Planning and Development after each review is completed.

2.3 ADOPTED CODES:

Maricopa County has adopted the 1997 Uniform Building Code, 1996 National Electric Code, 1994 Uniform Plumbing Code, and a few local amendments. P&D will supply currently adopted local amendments and a copy of the adopted Zoning Ordinance to the successful proposer. Future local amendments to the Building Code and additional Zoning Ordinance amendments are anticipated during the proposed length of this contract. P&D will provide copies of these changes to the successful proposer prior to their effective date. Copies of other codes shall be the responsibility of the proposer.

2.4 REVIEW PROCESS:

The County's review process for jobs selected under this contract shall be as follows:

- County accepts application or resubmission
- County determines what jobs will be reviewed by outside firm
- Plan Review Firm Notified of Job
 - If out of valley, this will be done by mailing job
 - If in valley job picked up within 2 full County working days
 - 3 Copies of Plans and copy of application per job

Plans reviewed and delivered back to P&D within 7 County working days
 If out of valley, this will be done by mailing job back to P&D
 2 Copies of redlined plans and written comments
 P&D (distribution center) enters plan review information into Sierra
 County notifies applicant
 Applicant comes to receive permit or pickup plans & comments
 County answers plan review questions of applicant

2.5 TURN AROUND TIME:

Each proposal shall include the maximum proposed turn around time for each possible type of job assigned. A table similar to the following shall be submitted.

Type of job	Turn around time
Single Family:	
New construction	Working days
Addition	Working days
Remodel	Working days
Non Single Family:	
New construction	Working days
Addition	Working days
Remodel	Working days

2.6 PERSONNEL QUALIFICATIONS:

Each proposal shall include a comparison of personnel qualifications, state registrations and/or IBOC or other certifications to the type of plan review work proposed to be provided by that individual. A table similar to the following shall be submitted.

Name	Qualifications	Type of review work
	Professional registrations or certifications	Building (structural), plumbing, mechanical, and/or electrical

The successful proposer shall have a table similar to the above approved by P&D as part of the contract. Substitution of personnel and/or change of type of reviews being performed from this originally approved table shall only be permitted if approved by P&D. Notification of any potential change to this approved table shall be made by the successful proposer prior to the undertaking of any job (by anyone or for any type of review). Changes to this approved table will be allowed. P&D shall approve such changes when qualifications similar to or greater than those identified as part of the original proposal evaluation process are maintained.

2.7 CLIENT IDENTIFICATION:

Each proposal shall identify other clients using similar services. When possible clients of similar size organization to P&D should be used. The codes currently in use by each client provided shall be identified. A contact person and his phone number familiar with the provision of your services shall be identified. The amount of time you have provided this service shall be identified. A minimum of 5 clients shall be provided, who you have performed these services for a minimum of 1 year. Use attachment C for this submission.

Each client identified will be contacted to answer a uniform set of questions relating to their satisfaction with the service provided. This information will be a part of the evaluation process.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 BILLING PROCESS:

Monthly invoices will be required and shall include request for payment for jobs completed (either approved or denied) and any other approved work at the hourly labor rate.

3.2 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of services, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.3 USAGE REPORT:

The Contractor shall furnish the Planning and Zoning Department a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

4.0 **CONTRACT TERMS & CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a THREE (3) year period.

4.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of TWO (2), ONE (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

4.4 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.5 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.6 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contract should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.7 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.8 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.10 INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its Agents, Representatives, Officers, Directors, Officials and Employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its Employees, Agents, or any tier of

Subcontractors in the performance of this Contract. Contractor's duty to defend hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work to services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

4.11 INSURANCE REQUIREMENTS:

General Clauses. The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona Department of Insurance with policies and forms acceptable to Maricopa County.

Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

Primary Coverage. The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self insurance maintained by the County shall not contribute to it.

Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the County.

Waiver. The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

Deductible/Retention. The policies may provide coverage which contain deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. The Contractor shall be solely responsible for the deductible and/or self insured retention.

Copies of Policies. The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The County shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The

Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

Automobile Liability. Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

Professional Liability. The Contractor retained by the County to provide the work or service required by this Contract will maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

4.12 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, Contractor shall furnish the County with Certificates of Insurance, or formal endorsements as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance.

4.13 CANCELLATION AND EXPIRATION NOTICE:

Insurance evidenced by this Certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the County. If a policy does expire during the life of the Contract, a renewal Certificate must be sent to the County fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a Bid Serial Number and Title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate Bid Serial Number and Title.

4.14 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.16 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the **written consent of the County first having been obtained**. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

4.17 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.18 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.19 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.20 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.21 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.22 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action ,which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.23 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in

response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

4.26 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.27 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

4.28 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

4.29 FAILURE TO PROVIDE SERVICES:

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.30 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.31 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.31.1 Cancel the Contract, if it is currently in effect.

4.31.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.31.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.32 CHANGES:

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.33 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

8211 S 48TH STREET
STANTEC CONSULTING INC, 7776 POINTE PARKWAY W STE 290, PHOENIX AZ 85044

6.0 PRICING S07 65 36/B0609321

Pricing for each job assigned under this contract shall not exceed 58.5% of permit fee. Maricopa County's fees for the types of jobs assigned currently use 1997 UBC Table A with the 4/98 value table as modified for Arizona. The annual amount of plan review fees to be paid for jobs assigned. ~~shall not exceed \$ 90,000.~~

6.1 PLAN REVIEW FEE 55.25 % PER ASSIGNED PROJECT

PROJECT

6.2 LABOR RATE FOR WORK OUTSIDE CONTRACT

Description	Hourly Rate
Principal	\$102.00
Structural Engineer	94.00
Senior Plan Check/Senior Inspector	87.00
Building Inspector II	67.00
Building Inspector I	64.00
Plan Check Technician	55.00
Clerical	38.00

Terms: Net 30

Federal Tax ID Number: 86-0680077

Vendor Number: 860680077

Contact Person: Douglas E. Hood

Telephone Number: (602) 438-2200

Fax Number: (602) 431-9562 **438-2200**

Contract Period: To cover the period ending December 31, 2002.